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25 San Francisco

26 UNITED STATES BANKRUPTCY COURT

27 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

28 In re:

THE ROMAN CATHOLIC
ARCHBISHOP OF SAN FRANCISCO,

Debtor and
Debtor in Possession.

Case No. 23-30564

Chapter 11

**DECLARATION OF PAUL H. DEUTCH IN
SUPPORT OF DEBTOR'S APPLICATION
FOR ENTRY OF AN ORDER (I)
AUTHORIZING AND APPROVING THE
APPOINTMENT OF OMNI AGENT
SOLUTIONS, INC. AS ADMINISTRATIVE
AGENT, AND (II) GRANTING RELATED
RELIEF**

[NO HEARING REQUIRED]

1 I, Paul H. Deutch, declare:

2 1. I am the Executive Vice President of Omni Agent Solutions, Inc. ("Omni"), an
3 administrative services firm that specializes in the administration of large chapter 11 cases, whose
4 offices are located at 5955 De Soto Avenue, Suite 100, Woodland Hills, CA, 91367, and 1120
5 Avenue of the Americas, 4th Fl., New York, NY 10036. I submit this (the "Declaration") in support
6 of the application (the "Application") of the Debtor and Debtor in Possession (collectively, the
7 "Debtor") in the above-captioned chapter 11 case (the "Chapter 11 Case") for an order appointing
8 Omni as Administrative Agent pursuant to sections 327(a), 328, and 330 of the Bankruptcy Code
9 effective as of the Petition Date. Except as otherwise noted, I have personal knowledge of the
10 matters set forth herein. I give capitalized terms that are otherwise undefined the meanings ascribed
11 to them in the Application.

12 2. As Administrative Agent, Omni will perform the Administrative Services specified
13 in the Application and the Services Agreement

14 3. The fees that Omni will charge in connection with the Administrative Services it
15 renders to the Debtor are set forth in the Services Agreement. Omni's rates are competitive and
16 comparable to the rates that Omni's competitors charge for similar services and are reasonable
17 given the quality of Omni's services and expertise. Omni will seek reimbursement from the Debtor
18 in accordance with the terms of the Services Agreement.

19 4. Omni intends to apply to the Court for allowance of compensation and
20 reimbursement of expenses incurred after the Petition Date in connection with the services it
21 provides as Administrative Agent pursuant to the Services Agreement. Omni will comply with the
22 applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any
23 orders entered in the Chapter 11 Case regarding professional compensation and reimbursement of
24 expenses.

25 5. Omni is one of the country's leading chapter 11 administrators, with experience in
26 claims administration, file preparation, noticing, balloting, tabulation, debt issuer, disbursement
27 services, and facilitating other administrative aspects of chapter 11 cases of this size and
28

1 complexity. Omni has provided identical or substantially similar services in other chapter 11 cases
2 filed in this District and elsewhere.

3 6. I represent, among other things, that:

- 4 a. Omni neither holds nor represents any interest adverse to the
5 Debtor's estate;
- 6 b. I am not related or connected to and, to the best of my knowledge,
7 no other professional of Omni is related to or connected to any
8 United States Bankruptcy Judge for the Northern District of
9 California or the U.S. Trustee or to any employee in the offices
10 thereof;
- 11 c. Omni will not consider itself employed by the United States
12 government and shall not seek any compensation from the United
13 States government in its capacity as Administrative Agent in the
14 Chapter 11 Case;
- 15 d. By accepting employment in the Chapter 11 Case, Omni waives
16 any right to receive compensation from the United States
17 government in its capacity as the Debtor's Administrative Agent in
18 the Chapter 11 Case;
- 19 e. In its capacity as the Debtor's Administrative Agent in the Chapter
20 11 Case, Omni is not an agent of the United States and is not acting
21 on behalf of the United States in the Chapter 11 Case; and
- 22 f. In its capacity as the Debtor's Administrative Agent in the Chapter
23 11 Case, Omni will not intentionally misrepresent any fact to the
24 public.

25 7. Omni will not employ any past or present employee of the Debtor for work that
26 involves the Debtor's bankruptcy proceedings. The terms of Omni's retention are set forth in
27 Exhibit 1, which is annexed to the Proposed Order.

28 8. The Debtor has many creditors and, from time to time, Omni may have worked with
certain of those creditors in completely unrelated matters. Proposed bankruptcy counsel for the
Debtor has provided me with a list of the Debtor's parties in interest (the "Conflicts List"). I have
caused an examination of these records to be made to determine which, if any, of the parties on the
Conflicts List Omni may have worked with in the past or may be working with at the present time
in unrelated matters. This search has disclosed that, to the best of my present knowledge, Omni has
not in the past and is not currently working with any of the parties on the Conflicts List. Should
Omni discover any new relevant facts or relationships bearing on the matters described herein

1 during the period of its retention, Omni will use reasonable efforts to promptly file a supplemental
2 declaration.

3 9. Notwithstanding anything contained herein, as part of its diverse business, Omni is
4 the noticing, claims and administrative agent for debtors in numerous cases involving many
5 different creditors (including taxing authorities), professionals, including attorneys, accountants,
6 investment bankers and financial consultants, some of which may be creditors or represent creditors
7 and parties-in-interest in this chapter 11 case. In addition, Omni has in the past and will likely in
8 the future continue working with or against other professionals involved in this chapter 11 case in
9 matters unrelated to this chapter 11 case. Based upon my current knowledge of the parties involved,
10 and to the best of my knowledge, none of these business relations constitute interests adverse to
11 that of the creditors, or the Debtor's estate, with respect to the matter upon which Omni is to be
12 engaged. Additionally, Omni employees may, in the ordinary course of their personal affairs, have
13 relationships with certain creditors of the Debtor. However, to the best of my knowledge, such
14 relationships, to the extent they exist, are of a personal nature and completely unrelated to this
15 chapter 11 case.

16 10. Based upon the information available to me, I believe that Omni is a "disinterested
17 person" within the meaning of section 101(14) of the Bankruptcy Code, in that Omni and its
18 personnel: (a) are not creditors, equity security holders or insiders of the Debtor; (b) are not and
19 were not, within two years before the date of the filing of this case, a director, officer or employee
20 of the Debtor; and (c) do not have an interest materially adverse to the interests of the Debtor's
21 estates or any class of creditors or equity security holders, by reason of any direct or indirect
22 relationship to, connection with, or interest in, the Debtor.

23 11. In performing the services identified above, Omni will charge the rates set forth in
24 Schedule A to the Service Agreement annexed to the proposed order as **Exhibit 1**. The rates set
25 forth therein are as favorable and reasonable as the prices Omni charges in cases in which it has
26 been retained to perform similar bankruptcy related services.

27 12. Under the terms of the Services Agreement, the Debtor has agreed to indemnify,
28 defend, and hold harmless Omni and its officers, directors, agents, employees, consultants, and

1 subcontractors under certain circumstances specified in the Services Agreement, except in
2 circumstances resulting solely from Omni's gross negligence or willful misconduct or as otherwise
3 provided in the Services Agreement.

4 I declare under penalty of perjury under the laws of the United States of America that the
5 foregoing is true and correct. Executed on September 19, 2023, at New York, New York.

6
7 /s/ Paul H. Deutch

8 Paul H. Deutch

9 Executive Vice President
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